

3-180257
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CMA-CGM (AMERICA), INC.,

Plaintiff,

- against -

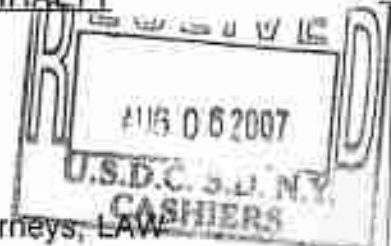
MABAMEX S.A. De C.V., a division
of Mattel, Inc., and MATTEL, INC.,

Defendants.

JUDGE MARRERO

07 CIV 7014

CIVIL COMPLAINT
IN ADMIRALTY



Plaintiff CMA-CGM (AMERICA), INC., by its attorneys, LAW

OFFICES OF ALBERT J. AVALLONE & ASSOCIATES, as and for its
Complaint against defendants MABAMEX S.A. De C.V., a division of Mattel, Inc.,
and MATTEL, INC., in personam, in a cause of action civil and maritime, alleges
upon information and belief:

1. This is an admiralty and maritime claim within the meaning of Rule
9(h) of the Federal Rules of Civil Procedure, the Ocean Shipping Reform Act of
1999, 46 U.S.C., App. Section 1701, et seq., and the provisions of a Service
Contract between the parties.

2. At all times hereinafter mentioned, plaintiff CMA-CGM
(AMERICA), INC. was and still is a corporation organized and existing under the
laws of the State of New Jersey with offices and a place of business at 5801 Lake
Wright Drive, Norfolk, VA 23502.

3. Upon information and belief and at all times hereinafter mentioned,
defendant MABAMEX S.A. De C.V., a division of Mattel, Inc. ("MABAMEX") was
and still is a corporation organized and existing under the laws of Mexico, and is a
corporation doing business in the United States at 1333 30th St., San Diego, CA
92154.

4. Upon information and belief and at all times hereinafter mentioned, defendant MATTEL, INC. ("MATTEL") was and still is a corporation organized and existing under the laws of the State of Delaware, and is a corporation doing business in the State of New York, with an agent for service of process at CT Corporation System, 111 Eighth Avenue, New York, NY 10011.

AS AND FOR A FIRST CAUSE OF ACTION
AGAINST DEFENDANT MABAMEX

5. Plaintiff repeats, reiterates and realleges each and every allegation contained in Paragraphs 1-3, inclusive of this Complaint, with the same force and effect as if fully set forth at length herein.

6. On or about the dates and at the ports of shipment stated in Schedule A, certain goods were delivered to plaintiff to be carried to the ports of destination and at the agreed charges to be paid by defendant pursuant to plaintiff's published tariff and/or Service Contract with plaintiff, all as set forth in Schedule A.

7. Thereafter, the goods were carried to the ports of discharge and delivered to MABAMEX and/or its agents.

8. Plaintiff has performed all acts required to be performed by plaintiff.

9. MABAMEX has failed and refused and continues to fail and refuse to remit payment of \$12,546.00, although duly demanded.

10. By reason of the foregoing, plaintiff has sustained damages in the amount of \$12,546.00 which, although duly demanded, have not been paid.

AS AND FOR A SECOND CAUSE OF ACTION
AGAINST DEFENDANT MATTEL

11. Plaintiff repeats, reiterates and realleges each and every allegation contained in Paragraphs 1-4, and 6-10, inclusive of this Complaint, with the same force and effect as if fully set forth at length herein.

12. Upon information and belief, MATTEL is responsible for the debts of its division, MABAMEX.

13. Plaintiff has performed all acts required to be performed by plaintiff.

14. MATTEL has failed and refused and continues to fail and refuse to remit payment of \$12,546.00, although duly demanded.

15. By reason of the foregoing, plaintiff has sustained damages in the amount of \$12,546.00 which, although duly demanded, have not been paid.

WHEREFORE, plaintiff prays:

1. On the First Cause of Action - for judgment in the amount of \$12,546.00, together with interest thereon, costs, disbursements and a reasonable attorney's fee.

2. On the Second Cause of Action - for judgment in the amount of \$12,546.00, together with interest thereon, costs, disbursements and a reasonable attorney's fee.

3. That process in due form of law according to the practice of this Court in cases of admiralty and maritime jurisdiction may issue against the defendants citing them to appear and answer all the singular matters aforesaid.

4. That plaintiff have such other and further relief in the premises as in law and justice it may be entitled to receive.

Dated: New York, New York
August 3, 2007

LAW OFFICES OF
ALBERT J. AVALLONE & ASSOCIATES

By



Albert J. Avallone - AA1679
Attorneys for Plaintiff
CMA-CGM (AMERICA), INC.
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New York, NY 10176
(212) 696-1760

SCHEDULE A

I. Particulars:

1. Bill of Lading No. SZ1288502, Invoice No. NAIM0513532, dated September 28, 2006, from Yantian to Long Beach on the Vessel CMA CGM VIVALDI, one (1) twenty-foot container SAID TO CONTAIN: TOY PARTS, at the applicable tariff and/or Service Contract rate of \$1,980.00 (Exhibit A).

Amount Paid: \$0

Amount Due: \$1,980.00

2. Bill of Lading No. SZ1289254, Invoice No. NAIM0513700, dated September 28, 2006, from Yantian to Long Beach on the Vessel CMA CGM VIVALDI, one (1) forty-foot container SAID TO CONTAIN: PRINTED MATTER, at the applicable tariff and/or Service Contract rate of \$2,514.00 (Exhibit B).

Amount Paid: \$0

Amount Due: \$2,514.00

3. Bill of Lading No. SZ1289353, Invoice No. NAIM0513719, dated September 28, 2006, from Yantian to Long Beach on the Vessel CMA CGM VIVALDI, one (1) forty-foot container SAID TO CONTAIN: PLASTIC TOYS, at the applicable tariff and/or Service Contract rate of \$2,514.00 (Exhibit C).

Amount Paid: \$0

Amount Due: \$2,514.00

4. Invoice No. NAIM0552366, dated November 22, 2006, demurrage totalling \$510.00 (Exhibit D).

Amount Paid: \$0

Amount Due: \$510.00

September 28, 2006, from Yantian to Long Beach on the Vessel CMA CGM

VIVALDI, one (1) forty-foot container SAID TO CONTAIN: PLASTIC TOYS, at

the applicable tariff and/or Service Contract rate of \$2,514.00 (Exhibit E).

Amount Paid: \$0

Amount Due: \$2,514.00

6. Bill of Lading No. SZ1289272, Invoice No. NAIM0513704, dated

September 28, 2006, from Yantian to Long Beach on the Vessel CMA CGM

VIVALDI, one (1) forty-foot container SAID TO CONTAIN: PRINTED MATTER, at

the applicable tariff and/or Service Contract rate of \$2,514.00 (Exhibit F).

Amount Paid: \$0

Amount Due: \$2,514.00

II. Total Amount Due: \$12,546.00